Bid Number: GEM/2024/B/4909849
Dated: 21-05-2024

Bid Corrigendum

GEM/2024/B/4909849-C6

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
5. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
6. Buyer Added text based ATC clauses

PRE-QUALIFICATION CRITERIA (PQC):

1. Bidder must have executed at least one work order for supply of complete assembly of Pivot Master/Bend Master or equivalent Flexible Drain System in hydrocarbon floating roof tanks to any Indian Crude Oil Refinery Organization in the last 10 years. The TEN (10) years, time period mentioned shall be reckoned from the date ending on the last day of the month immediately preceding the month in which the last date of bid submission falls. Swivel type roof drain joints will not to be considered.

Relevant work order along with completion certificate/ invoices / Inspection Release Notes, whichever applicable, shall be submitted along with bid to substantiate the above experience.

Bidder shall give sample engineering design for the Floating Roof Drain system & its installation procedure etc. for any tank executed in other installations/company, otherwise the bid is liable for rejection

2. Bidder should have relevant ISO Certification for Quality Management System of their products.

Bidder shall confirm and furnish relevant documents/copies of valid ISO certificate.

Failure on the part of bidder in not submitting the proper documents as proof of meeting pre-qualification of the tender along with unpriced offer and/or submitting incomplete/forged data may lead to rejection of bidder’s offer without intimation.

ADDITIONAL TERMS AND CONDITIONS (COMMERCIAL):

1. Price Basis: FOR NRL Site, Numaligarh.

2. Delivery Schedule:

i) Date of receipt of materials at NRL premises shall be considered for calculation of price reduction.

ii) Delivery of the material within the stipulated period is the principal essence of this tender. NRL at its discretion may not consider a bidder for evaluation and may reject the offer in case of deviation from the stipulated delivery period.

iii) The delivery period stated in the bid must be strictly followed. If the vendor fails to deliver the goods within the scheduled delivery date, NRL reserves the right to reject the materials and cancel the PO at its sole discretion.

iv) It will be the sole responsibility of the bidder to arrange for Testing/TPI (if any) and submit the testing/Inspection certificate along with dispatch documents. No delivery date extension shall be allowed by NRL for any delay/lapse in this regard or due to any other reasons.

2. Price reduction clause (PRC) due to delayed delivery:

In case of delay in execution of the order, NRL may, at its option, recover from the bidder price reduction of 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value of goods.

3. Payment Terms:

100% within 30 days of receipt and acceptance of materials at respective NRL Site.

4. Guaranty / Warranty:

i) Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of last dispatch, whichever is earlier. Warranty for replacement of material/ accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

ii) All the materials including components and subcontracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at NRL's concerned location at vendor's risk and cost on due notice.

iii) In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, NRL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.

iv) The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

v) The replacement goods/services shall follow the same Quality Assurance Plan.

Note:

- The above clause is non-negotiable and deviation from the same shall lead to direct disqualification without any further intimation.
- If there is a tender specific “Guaranty/Warranty” clause is mentioned in Technical Specification of the tender document; the clause mentioned in “Technical Specification” of the tender document shall prevail.

Third Party Inspection (TPI): Required. For details, may refer to Technical Specification of the bid.

GENERAL TERMS AND CONDITIONS:

1. NRL adopts a practice to verify documents submitted by L1 (successful) bidder in support of bidd

er’s credential against PQC. Authentication may be verified with the issuing authorities, by way of direct communication to NRL over official e-mail IDs / Original letter of authentication by post. Bidders may also follow up with the issuing authority for eliciting early response. If documents remain unauthenticated till given timeline, NRL reserves the right to reject the bid. Proper address for communication, including e-mail ID of the issuing authority should be provided along the tender document.

2. Consortium/Joint venture bids shall not be accepted.

3. Canvassing in any other form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.

4. In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept in holiday list/ blacklist apart from other penal actions as deemed fit by NRL.

5. In case any bidder is found to be involved cartel formation, his bid will not be considered for evaluation/placement of order. Such bidder will also be debarred from bidding in future.

6. Bidders who are on holiday list by NRL or any other Oil sector PSU will not be considered. Accordingly, the bidder shall submit a self-declaration as per the format enclosed with the bid. It may be noted that if this declaration is found to be false, NRL shall have the right to reject the bidder’s offer, and if the bid has resulted in a contract, the contract is liable to be terminated.

7. Printed terms and conditions, if any, submitted with the offer by the bidder shall be ignored and shall not be applicable in the event of order. In case of contradiction between the terms & conditions mentioned elsewhere in the offer by the bidder and terms and conditions mentioned in the bid document and NRL GPC; terms & conditions mentioned in the bid document and NRL GPC shall prevail. Moreover, rates & taxes indicated in the BOQ shall prevail.

8. Govt. has reduced the aggregate turnover for applicability of E-invoices from earlier limit Rs.10 crores to Rs. 5 crores, which will be effective from 1st August ’2023. In view above, all concerns are requested to raise only E-invoice to NRL with all requisite details like IRN, QR code etc. Non-complied invoices shall not be accepted for further processing.

   All other terms and conditions of this tender shall be governed by NRL GPC 2023 (Indigenous). May find NRL's 'General Purchase Conditions (Indigenous) in the link. https://www.nrl.co.in/upload/nrlGeneral_Purchase_Conditions_Indigenous_2023.pdf

9. NRL reserves the right to defer the date/time of opening of the offer; to make changes in the terms & conditions of tender document and to reject any or all bids at any time/stage without assigning any reason thereof.

10. Bidder to submit all requested (as well as relevant documents as per requirement of the bid) along with unpriced offer. Failure on the part of bidder in not submitting the documents in required format with unpriced quotation and/or submitting incomplete replies/deviations may lead to rejection of bidder’s quotation without any further communication.

DOCUMENTS TO BE SUBMITTED ALONG WITH UNPRICED OFFER:

Following documents as per format shall be submitted along with unpriced offer.

1. Documents in support of PQC and Technical Specification, Datasheet etc.
2. Tender acceptance letter (Format enclosed)
3. Vendor information sheet (Format enclosed)
4. Dispatch and Invoice information (Format enclosed)
5. Declaration for not being under liquidation, court receivership or similar proceedings. (Format enclosed)
6. Self-declaration of debarment / blacklisting / holiday listing (Format enclosed)
7. Self-declaration of conflict-of-interest free bid. (Format enclosed)
8. Indemnity bond cum GST undertaking (Format enclosed)

9. **Form A (Certificate of Compliance)** against “Special tender clause on procurement from a bidder from a country which shares land border with India.” (Format enclosed)

10. Any other relevant documents as per requirement.

Note:

- *Above document shall be submitted as per enclosed formats only with bidder’s Seal, Sign and in official letterhead of bidder’s organization (Wherever applicable).*
- *Failure on the part of bidder in not submitting the above documents (as per requirement) with un priced offer and/or submitting incomplete data/deviations may lead to rejection of bidder’s offer and may not be considered for further evaluation.*

BANK GUARRANTEE (BG):

Suppliers/Contractors are required to submit their BGs strictly as per NRL standard format only (Format enclosed). If any bidder desires to make any changes to the standard format(s), same should be clearly indicated in their bid itself for acceptance of NRL during the techno-commercial evaluation stage. Decision for acceptance or refusal of any request for change by NRL shall be at the sole discretion of NRL. No change request after acceptance of bid may be allowed.

The BG shall be valid for- Contractual Delivery Date (CDD) + Warranty Period + Claim period of 6 months.

In case of delay in delivery/completion and/or extension of CDD/CCD, the validity of the BG should be extended by the Supplier/Contractor prior to expiry of the original validity period. Pending such timely extension, suit or action to enforce a claim under Guarantee may be initiated by NRL.

In case, PBG is not provided by the Vendor, equivalent amount shall be retained in lieu of PBG, till the expiry of BG period.

Address for submission of original BG:

General Manger (Finance),

Admin building, 3rd Floor

Numaligarh Refinery Ltd

Golaghat, Assam, PIN- 785699

Bank guarantee should be routed through SFMS platform. Relevant information are as follows:

Beneficiary bank details:

Axis Bank

Chhibber House, Ground Floor, G.S Road, Guwahati -781005

IFSC: UTIB0000140

Advising message to be sent to beneficiary bank:

IFN 760 / IFN 760 COV for issuance of bank guarantee

IFN 767 / IFN 767 COV for amendment of bank guarantee.

Field number as “7037” and Particulars (to be mentioned in Row 1) as “NRL140025551” should be correctly captured in the above messages.

The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

CONTACT PERSON FOR THIS TENDER:

A. Commercial

Yuv Hazarika

Manager (Commercial)

Numaligarh Refinery Limited

Contact: +91-9707216816

Email ID: yuv.hazarika@nrl.co.in

B. Technical

Siddhartha Pratim Dutta

Senior Officer (Mechanical Maintenance)

Numaligarh Refinery Limited

Contact: +91- 8638895760/ 6002938850(ISM No.)

Email ID: siddharthapd@nrl.co.in

NOTE: In case of any common terms between GeM terms and the ATC, the terms and c onditions as per the ATC shall pervail.

CORRIGENDUMS:

-Some vendor's have raised technical query. The NRL's clarification against the queries raised by vendors are uploaded in ATC document (Page no 21 to 23)

-Corrigendum dtd 21.05.2024. Changes in PQC and other technical terms (ref Page no 24 of ATC)

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7. Buyer uploaded ATC document Click here to view the file.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions